

GRANT AGREEMENT
AGREEMENT NUMBER: _____

BETWEEN THE
IOWA WATERSHED IMPROVEMENT REVIEW BOARD
AND THE

This agreement is entered into by the Iowa Watershed Improvement Review Board, hereinafter referred to as the Board; and the _____, hereinafter referred to as the Recipient.

I. Relative to the _____ Watershed Project (applicant name)

II. Legal Authority

This agreement is entered into between the Board and the Recipient as provided for by 2005 Iowa Code Chapter 466A.

III. Purpose of Agreement

The purpose of this agreement is to delineate the responsibilities of the Board and the Recipient in the implementation of the _____ Watershed Project. The Board is authorized to fund water quality protection projects through local watershed improvement committees, soil and water conservation districts, cities, counties, county conservation boards, and public water supply utilities to protect the state's surface and ground water from point and non-point sources of contamination.

IV. Distribution of Responsibility

For the purpose of clearly establishing and defining relationships and responsibilities for the work to be performed by the parties to the agreement, the following policies and procedures are set forth.

A. The Board agrees to:

1. Provide funding to support the following activities, subject to the conditions of paragraph IV.C.4, below:

WIRB Funded administrative items* eligible for reimbursement are:

1)

TOTAL

\$0.00

*The Recipient may deviate plus or minus 10% within the individual line items above without prior approval of the Board, but total Watershed Improvement Fund expenditures must not exceed \$_____.

WIRB funded practices* eligible for reimbursement are:

1)

2)

3)

TOTAL

\$0.00

*The Recipient may deviate plus or minus 10% within the individual line items above without prior approval of the Board, but total Watershed Improvement Fund expenditures must not exceed \$_____.

The application for funding submitted to the Board is considered part of this agreement as well as the plan of work developed from the approved application. The percent contribution provided by the WIRB as

calculated on the application budget summary sheet shall not be exceeded unless approved by the WIRB in advance of the final report being submitted to the WIRB.

2. Request payments be made by the State Treasury upon receipt of a Funding Request Form from the Recipient, after the Recipient documents that the agreed-to funding timeline is being followed and satisfactory progress on the project is demonstrated. The Board reserves the right to hold back up to 10% of the total Grant Agreement amount until the final comprehensive report is accepted by the Board.

B. The Recipient agrees to:

1. Undertake as a public contract any work project with an estimated total cost of \$36,000.00 or more, as provided in Iowa Code Chapter 26.14.
2. Approve applications and obligate funds at official meetings of the Recipient.
3. Submit Funding Requests to the Board on or before January 15 and July 15. Expenses incurred or activities completed before this grant agreement is in effect are not reimbursable by the Watershed Improvement Fund.
4. Submit a financial ledger as part of each progress report detailing, by budget line item, the amount spent and where appropriate the number of units completed or installed. The financial ledger to be used by this project shall be the forms provided by the Board.
5. Provide the Board with progress reports in conformance with the printed report guidance provided by the Board. Progress reports are due 15 days after the end of each reporting period. Annual reports are due January 15 for the calendar year just completed. Recipients who fail to submit project progress reports per the following schedule are not following the terms of their grant agreement with the WIRB. This failure to follow the grant agreement may result in the WIRB cancelling the agreement. The WIRB may also require unspent unobligated Watershed Improvement Funds to be returned to the WIRB.

The following is the schedule of reports for this project:

July 15, 2013	Progress report
January 15, 2014	Progress report
January 15, 2014	2013 annual report
July 15, 2014	Progress report
January 15, 2015	Progress report
January 15, 2015	2014 annual report
July 15, 2015	Progress report
January 15, 2016	Progress report
January 15, 2016	2015 annual report

6. Provide the Board with a project-length Plan of Work by _____.
7. Provide the Board with a comprehensive final report in conformance with the printed report guidance provided by the Board, upon conclusion of the project.
8. Ensure the practices installed comply with USDA Natural Resources Conservation Service (NRCS) Standards and Specifications, where available. If an NRCS standard is not available for a desired practice, the practice shall be planned, designed, and constructed in accordance with sound engineering principles and practices.
9. Maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the project funds throughout the term of this agreement for a period of at least three (3) years following the end date of this agreement. Allow access of these records by the Auditor of the State of Iowa or any authorized representative of the Board or State or United States government.

C. The Board and the Recipient mutually agree:

1. To work cooperatively with other agencies and organizations to implement this project.
2. To incorporate the following statement into project reports and presentations with the

exception of progress and final project activities reports not used for public information purposes: "This project is supported in part by the Iowa Watershed Improvement Fund administered by the Iowa Watershed Improvement Review Board and with support from the Iowa Department of Agriculture and Land Stewardship, Division of Soil Conservation."

3. To amend in writing the agreement at any time that all signatory parties agree to do so.
4. That the WIRB shall be entitled to a pro rata reduction in any or all of the individual line item costs specified in paragraph IV.A.1, above, in the event the final cost(s), actual units, or categories of the corresponding line items specified in the Project Budget For WIRB Funding of the Request for Applications are less than the estimated costs set forth in the Project Budget For WIRB Funding. Notwithstanding the foregoing, the WIRB, in its sole discretion, may redistribute any funds allocated in individual line items, by the WIRB for the project. This limitation shall not be construed to limit the ability of the parties to amend the agreement in accordance with paragraph IV.C.3, above, so as to increase the WIRB's overall or line item funding for this project.
5. Civil Rights in Program Delivery - The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11376 of 1967; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving local, state, or federal financial assistance from the Department of Agriculture or any agency thereof.

V. Grant Agreement Administration

Independent Recipient: The Recipient, its employees, agents and any other subcontractors performing work under this grant agreement are not employees or agents of the Iowa Watershed Improvement Review Board. Neither the Recipient nor its employees shall be considered employees of the Board for federal or state tax purposes. The Board will not withhold taxes on behalf of the Recipient unless required by law.

Compliance with the Law: The Recipient, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Grant Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Recipient, its employees, agents and subcontractors shall obtain and comply with all federal, state and local laws regarding business and environmental permits and licenses that may be required to carry out the work performed under this Grant Agreement. This includes but is not limited to the joint application form for section 401 and 404 permits to be submitted to the U.S. Army Corps of Engineers and the Iowa Department of Natural Resources.

VI. Termination of this Agreement

Termination for cause. The Board may terminate this agreement in whole or in part, at any time, whenever it is determined that the recipient has failed to comply with the conditions of provided such redistribution does not result in an increase in the total funding allocated this agreement. Before any termination, the Board chairperson shall provide the Recipient an opportunity for consultation. The Board shall notify the Recipient in writing of reasons resulting in a notice of termination of this agreement. The Recipient, upon receipt of notice of termination, shall: (1) Cease work under this agreement and take all necessary and appropriate steps to limit disbursements and minimize costs, and furnish a report within twenty (20) days of the date of notice of termination, describing the status of all work under the agreement, including without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Board may require. (2) Comply with the Board's

instructions for the timely transfer of any active files and work product produced by the Recipient under this agreement. (3) Immediately return to the Board any payments made by the Board for services that were not rendered by the Recipient.

Termination for convenience. The Board or the Recipient may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the future expenditure of funds. The two parties shall agree upon the termination conditions, including effective date, and shall cancel as many outstanding obligations as possible. The Board shall allow full credit to the Recipient for the Board's share of the non-cancelable obligations, properly incurred by the Recipient prior to termination. The termination agreement must be in writing and signed by authorized representatives of the Board and the Recipient.

Rights in uncompleted products. In the event this grant agreement is terminated, all finished or unfinished documents, data, reports or other materials prepared by the Recipient under this grant agreement shall, at the option of the Board, become the Board's property and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Non-appropriation. Notwithstanding anything in this grant agreement to the contrary, and subject to the limitations, conditions and procedures set forth below, the Board shall have the right to terminate this agreement without penalty by giving thirty (30) days written notice to the Recipient as a result of any of the following: (1) the legislature or governor fails to appropriate funds sufficient to allow the Board to operate as required and to fulfill its obligations under this agreement; (2) if funds are de-appropriated or not allocated; (3) if the Board's authorization to operate is withdrawn or there is a material alteration in the program administration by the Board; or (4) if the Board's duties are substantially modified. In the event of termination of this grant agreement due to non-appropriation, the exclusive, sole, and complete remedy of the Recipient shall be payment for services completed prior to termination.

VII. Effective Date of Grant Agreement

This agreement shall be effective _____ and shall remain in effect until _____, or modified by mutual agreement, terminated by any of the signatory parties on written notice, or until modified or terminated by operation of law.

Approved:

Date	_____(NAME)_____, _____(POSITION_____
	_____(Recipient)

Date	Robert Ballou, Chair
	Watershed Improvement Review Board